

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MAINE STATE RETIREMENT
SYSTEM, Individually and On Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

COUNTRYWIDE FINANCIAL
CORPORATION, et al.,

Defendants.

No. 2:10-cv-00302-MRP(MANx)

CLASS ACTION

~~PROPOSED~~ FINAL JUDGMENT
AND ORDER OF DISMISSAL WITH
PREJUDICE

WESTERN CONFERENCE OF
TEAMSTERS PENSION TRUST
FUND, Individually and On Behalf of
All Others Similarly Situated,

Plaintiff,

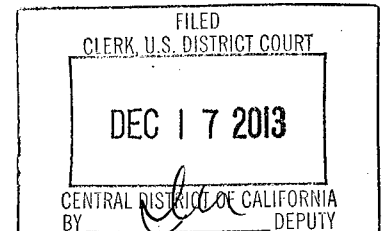
vs.

COUNTRYWIDE FINANCIAL
CORPORATION, et al.,

Defendants.

No. 2:12-cv-05122-MRP(MANx)

CLASS ACTION



DAVID H. LUTHER, et al.,
Individually and On Behalf of All
Others Similarly Situated,

Plaintiffs,

vs.

COUNTRYWIDE FINANCIAL
CORPORATION, et al.,

Defendants.

No. 2:12-cv-05125-MRP(MANx)

CLASS ACTION

1 This matter came before the Court for a hearing pursuant to the Order of this
2 Court entered on August 7, 2013 (the "Preliminary Approval Order"), on the
3 application of the Parties for approval of the Settlement set forth in the Stipulation and
4 Agreement of Settlement (the "Settlement Agreement"), executed as of July 9, 2013
5 and filed with the Court on that date. All capitalized terms used herein have the
6 meanings set forth and defined in the Settlement Agreement.

7 The Court has received declarations attesting to the mailing of the Notice and
8 publication of the Summary Notice in accordance with the Preliminary Approval
9 Order. Due and adequate notice having been given to the Class as required by the
10 Preliminary Approval Order, and the Court having considered all papers filed and
11 proceedings in these Actions, including the objections filed in connection with the
12 Settlement and otherwise being fully informed of the matters herein, and good cause
13 appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as
14 follows:

15 1. This Court has jurisdiction over the subject matter of the Actions,
16 including the terms and conditions of the Settlement Agreement and all exhibits
17 thereto and the Plan of Allocation of the Net Settlement Fund, and over all Parties to
18 the Actions and all Class Members.

19 2. The Court hereby certifies, for settlement purposes only, pursuant to Rule
20 23 of the Federal Rules of Civil Procedure, a class ("Class") defined as follows:

21 all Persons that purchased or otherwise acquired the individual securities
22 issued as part of the 429 Offerings collectively at issue in the Actions
23 (the "Certificates") during the period March 12, 2004 through August 7,
24 2013 ("Class Period"). Excluded from the Class are: the Defendants;
25 members of the Individual Defendants' immediate families; any entity in
26 which any Underwriter Defendant has a majority interest; any entity in
27 which any other Defendant has a majority or controlling interest; any
28 person who was an officer, director, partner, or controlling person of any

1 Defendant during the Class Period; and the legal representatives, heirs,
2 successors and assigns of any such excluded Person. Also excluded
3 from the Class are those Persons listed on Exhibit 1 hereto who have
4 submitted valid requests for exclusion from the Class in compliance with
5 each of the requirements set forth in the Notice.

6 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the
7 purposes of the Settlement only, the following plaintiffs are appointed as the Class
8 Representatives for the Class: Iowa Public Employees' Retirement System, David H.
9 Luther, General Board of Pension and Health Benefits of the United Methodist
10 Church, Maine State Retirement System, Mashreqbank, p.s.c., Operating Engineers
11 Annuity Plan, Orange County Employees' Retirement System, Pension Trust Fund for
12 Operating Engineers, the State of Oregon, by and through the Oregon State Treasurer
13 and the Oregon Public Employee Retirement Board on behalf of the Oregon Public
14 Employee Retirement Fund, Vermont Pension Investment Committee, Washington
15 State Plumbing and Pipefitting Pension Trust, and Western Conference of Teamsters
16 Pension Trust Fund. The law firms of Cohen Milstein Sellers & Toll PLLC, Kessler
17 Topaz Meltzer & Check, LLP and Robbins Geller Rudman & Dowd LLP ("Plaintiffs'
18 Counsel") *have been and are* appointed as counsel for the Class.

19 4. With respect to the Class, the Court finds, solely for the purposes of
20 settlement, that:

21 (a) the members of the Class are so numerous that joinder of all Class
22 Members in the Actions is impracticable;

23 (b) there are questions of law and fact common to the Class;

24 (c) the claims by Class Representatives are typical of the claims of the
25 Class;

26 (d) Class Representatives and their counsel have and will fairly and
27 adequately represent and protect the interests of Class Members;
28

1 (e) the questions of law and fact common to the members of the Class
2 predominate over any questions affecting only individual members; and

3 (f) a class action is superior to other available methods for the fair and
4 efficient adjudication of the controversy, considering: (i) the interests of Class
5 Members in individually controlling the prosecution of separate actions; (ii) the extent
6 and nature of any litigation concerning the controversy already commenced by Class
7 Members; and (iii) the desirability or undesirability of concentrating the litigation of
8 these claims in this particular forum.

9 5. The Court finds that the distribution of the Notice and the publication of
10 the Summary Notice, and the notice methodology, all implemented in accordance with
11 the terms of the Settlement Agreement and the Court's Preliminary Approval Order:

12 (a) constituted the best practicable notice to Class Members under the
13 circumstances of the Actions;

14 (b) was reasonably calculated, under the circumstances, to apprise
15 Class Members of: (i) the proposed Settlement of the Actions; (ii) their right to
16 exclude themselves from the Class; (iii) their right to object to any aspect of the
17 proposed Settlement; (iv) their right to appear at the Fairness Hearing, either on their
18 own or through counsel hired at their own expense, if they are not excluded from the
19 Class; and (v) the binding effect of the proceedings, rulings, orders, and judgments in
20 the Actions, whether favorable or unfavorable, on all Class Members who are not
21 excluded from the Class;

22 (c) was reasonable and constituted due, adequate, and sufficient notice
23 to all Persons entitled to be provided with notice; and

24 (d) fully satisfied all applicable requirements of the Federal Rules of
25 Civil Procedure (including Rules 23(c) and (d)), the United States Constitution
26 (including the Due Process Clause), the Private Securities Litigation Reform Act of
27 1995, the Rules of the Court, and any other applicable law.

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1 6. In response to the Notice directed to potential Class Members, three (3)
2 objections to the Settlement were filed (the "Objections") (Dkt. Nos. 482, 485, 524 in
3 Case No. 2:10-cv-00302; Dkt. Nos. 204, 223 in Case No. 2:12-cv-05122; Dkt. Nos.
4 227, 274 in Case No. 2:12-cv-05125). After considering the Objections with respect
5 to the Settlement, the Court hereby overrules the Objections and finds that the
6 Settlement is fair, adequate and reasonable.

7 7. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court
8 finds that the proposed Settlement should be finally approved as: (i) it is the result of
9 serious, extensive arm's-length and non-collusive negotiations; (ii) it falls within a
10 range of reasonableness warranting final approval; (iii) it has no obvious deficiencies;
11 (iv) it does not improperly grant preferential treatment to the named Plaintiffs, or
12 segments of the Class; and (v) the Objections are without merit and overruled. The
13 Parties and their counsel are hereby directed to implement and consummate the
14 Settlement in accordance with its terms and conditions.

15 8. The Actions and all Settled Claims are dismissed with prejudice. The
16 Parties are to bear their own costs, except as otherwise provided in the Settlement
17 Agreement or this Final Judgment and Order of Dismissal with Prejudice ("Final
18 Judgment").

19 9. In accordance with Paragraph 1(qq) of the Settlement Agreement, for
20 purposes of this Final Judgment the term "Released Parties" shall mean:

21 (i) any and all of the following persons and entities: (1) the
22 Defendants; (2) each and every person, partnership, firm, corporation, limited liability
23 company, trust or other entity or organization in which any Defendant has a
24 controlling interest or which is or was related to or affiliated with any of the
25 Defendants; and (3) any other Person that is or was an issuer, depositor, sponsor,
26 underwriter, seller, or servicer of any one or more of the Offerings or the Certificates
27 comprising them, or that otherwise is or was involved in any way in the creation,
28 underwriting, issuance, structuring, rating, marketing, sale, servicing, or

1 collateralization of, or in any other way with, any one or more of the Offerings or the
2 Certificates comprising them;

3 (ii) with respect to each of the Persons in subsection (i) of this
4 paragraph, their respective past or present directors, officers, employees, insurers,
5 reinsurers, attorneys, agents, partners, principals, advisors, investment advisors,
6 auditors, accountants, trustees, underwriters, investment bankers, affiliates,
7 subsidiaries, parents, any other entity in which any such parent entity has a controlling
8 interest or which is or was related to or affiliated with any such parent, successors,
9 predecessors, heirs, Immediate Family, executors or administrators; and

10 (iii) the legal representatives, predecessors, successors and
11 assigns of any of the foregoing.

12 10. In accordance with Paragraph 1(rr) of the Settlement Agreement, for
13 purposes of this Final Judgment the term "Settled Claims" shall mean, to the fullest
14 extent permitted by law or equity, any and all claims, debts, rights, demands, disputes,
15 matters, actions and causes of action of any kind concerning, arising out of, based
16 upon, or relating in any way to any of the Offerings or any one or more of the tranches
17 comprising such Offerings (including the Certificates), including but not limited to all
18 claims, debts, rights, demands, disputes, matters, actions and causes of action
19 concerning, arising out of, based upon, or relating in any way to any of the allegations,
20 facts, circumstances, transactions, statements, misstatements, omissions, or subject
21 matters that were alleged or could have been alleged in the Actions or in any other
22 actions (including but not limited to the putative class action captioned *Putnam Bank*
23 *v. Countrywide Financial Corp., et al.*, No. 2:11-cv-04698-MRP-MAN (C.D. Cal.)),
24 or could in the future be alleged, whether such claims, debts, rights, demands,
25 disputes, matters, actions, or causes of action are known or Unknown Claims, direct,
26 derivative, indirect or otherwise, whether under federal, state, local, foreign, or other
27 law, whether based on statutory or common law, or any other law, rule or regulation,
28 or whether arising under contract, trust indenture, other trust agreement or document,

1 or any other document or otherwise, including but not limited to claims for successor
2 liability, for damages, rescission, or any other remedy or relief whatsoever, as against
3 any and all Released Parties; provided, however, that Settled Claims do not include
4 any and all individual, class, or derivative claims that have been asserted against Bank
5 New York Mellon in complaints filed in *Retirement Bd. of the Policemen's Ann. &*
6 *Benefit Fund of the City of Chicago v. The Bank of New York Mellon*, No. 1:11-cv-
7 05459-WHP (S.D.N.Y.) (including, but not limited to, claims asserted against Bank
8 New York Mellon in any amended complaint in that action permitted as a result of the
9 currently pending motion filed July 3, 2013 under Federal Rules of Civil Procedure
10 15(a) and 62.1 in that action, or that certain appeal currently pending in the Second
11 Circuit, *Retirement Bd. of the Policemen's Ann. & Benefit Fund of the City of Chicago*
12 *v. The Bank of New York Mellon*, Nos. 13-1776, 13-1777 (2d Cir.)), and provided
13 further that Settled Claims shall not include claims to enforce the Settlement or any
14 benefits to which any Plaintiff or other member of the Class may become entitled,
15 upon final court approval of that certain settlement agreement dated June 28, 2011 (or
16 any amended agreement), among (i) The Bank of New York Mellon in its capacity as
17 trustee or indenture trustee for certain trusts formed in connection with the offering of
18 MBS issued by subsidiaries of Countrywide Financial Corporation, and (ii) Bank of
19 America Corporation, Bank of America Corporation Home Loans Servicing, L.P.,
20 Countrywide Financial Corporation, and Countrywide Home Loans, Inc. ("the BNYM
21 Settlement"). Notwithstanding the foregoing, if the BNYM Settlement does not
22 receive final court approval as currently agreed, Plaintiffs and the Class shall retain all
23 contractual rights they may have in regard to certificates included in the BNYM
24 Settlement under the pooling and servicing agreements pursuant to which they
25 purchased those certificates, including but not limited to the right, if any, to participate
26 in any other settlement reached, action taken, or recovery obtained in regard to such
27 certificates by the trustee of the MBS trusts at issue in the BNYM Settlement.

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1 11. In accordance with Paragraph 1(ss) of the Settlement Agreement, for
2 purposes of this Final Judgment the term "Settled Defendants' Claims" shall mean:
3 any and all claims, rights, demands, and causes of action or liabilities of any kind,
4 nature, and character whatsoever in law, equity, or otherwise, including both known
5 and Unknown Claims, which were, could have been, or could be asserted in any
6 forum by the Defendants or any of them against Plaintiffs or Plaintiffs' Counsel,
7 whether under United States federal, state, local, statutory, or common law, or any
8 other law, rule, or regulation, based upon, arising out of or relating to, directly or
9 indirectly, the initiation, prosecution or settlement of any and all of the Actions;
10 **provided, however,** that "Settled Defendants' Claims" shall not include claims to
11 enforce the Settlement.

12 12. In accordance with Paragraph 1(aaa) of the Settlement Agreement, for
13 purposes of this Final Judgment the term "Unknown Claims" shall mean: any and all
14 Settled Claims that Plaintiffs (or any of them) or any Class Member does not know or
15 suspect to exist in his, her or its favor as of the Effective Date and any Settled
16 Defendants' Claims that any Released Party does not know or suspect to exist in his,
17 her or its favor as of the Effective Date that, if known by him, her or it, might have
18 affected his, her or its decision(s) with respect to the Settlement, or might have
19 affected such party's decision not to object to this Settlement. With respect to any and
20 all Settled Claims and Settled Defendants' Claims, upon the Effective Date, Plaintiffs
21 and Defendants shall expressly waive, and each Class Member and Released Party
22 shall be deemed to have waived, and by operation of this Final Judgment shall have
23 expressly waived, the provisions, rights and benefits of California Civil Code § 1542,
24 and of any U.S. federal or state law, or principle of common law or otherwise, that is
25 similar, comparable, or equivalent to Section 1542 of the California Civil Code, which
26 provides, in relevant part:

27 A general release does not extend to claims which the creditor does not
28 know or suspect to exist in his or her favor at the time of executing the

1 release, which if known by him or her must have materially affected his
2 or her settlement with the debtor.

3 Plaintiffs and other Class Members or certain of them and Defendants and other
4 Released Parties may hereafter discover facts in addition to or different from those
5 which such party now knows or believes to be true with respect to the subject matter
6 of the Settled Claims and Settled Defendants' Claims, but Plaintiffs and the Class
7 Members, and each of them, upon the Effective Date, by operation of this Final
8 Judgment shall have, fully, finally, and forever settled and released, any and all
9 Settled Claims, known or unknown, suspected or unsuspected, contingent or non-
10 contingent, whether or not concealed or hidden, that now exist or heretofore have
11 existed, upon any theory of law or equity now existing or coming into existence in the
12 future, including, but not limited to, claims relating to conduct that is negligent,
13 reckless, intentional, with or without malice, or a breach of any duty, law or rule, and
14 the Released Parties, upon the Effective Date, by operation of this Final Judgment
15 shall have, fully, finally, and forever settled and released, any and all Settled
16 Defendants' Claims, known or unknown, suspected or unsuspected, contingent or
17 non-contingent, whether or not concealed or hidden, that now exist or heretofore have
18 existed, upon any theory of law or equity now existing or coming into existence in the
19 future, including, but not limited to, claims relating to conduct that is negligent,
20 reckless, intentional, with or without malice, or a breach of any duty, law or rule,
21 without regard to the subsequent discovery or existence of such different or additional
22 facts. Plaintiffs and Defendants each acknowledge, and the Class Members and
23 Released Parties shall be deemed by operation of this Final Judgment to have
24 acknowledged, that the foregoing waiver was separately bargained for and was a key
25 element of the Settlement.

26 13. Plaintiffs and each and every Class Member, on behalf of themselves and
27 any of their personal representatives, spouses, domestic partners, trustees, heirs,
28 executors, administrators, successors and assigns: (i) shall be deemed to have, and by

1 operation of this Final Judgment shall have, fully, finally, and forever released,
2 relinquished, waived, settled, and discharged all Settled Claims against each and every
3 one of the Released Parties, regardless of whether or not such Class Member executes
4 and delivers a Proof of Claim; and (ii) shall be deemed to be, and by operation of this
5 Final Judgment shall be, forever barred and enjoined from instituting, instigating,
6 prosecuting, participating in, continuing, maintaining, pursuing, encouraging, or
7 asserting any Settled Claim against any of the Released Parties, or assisting any
8 Person in instituting, instigating, prosecuting, participating in, continuing,
9 maintaining, pursuing, encouraging, or asserting any Settled Claim, against any of the
10 Released Parties, whether directly or indirectly, whether in the United States or
11 elsewhere, whether on their own behalf or on behalf of any class or any other Person,
12 and regardless of whether or not such Class Member executes and delivers a Proof of
13 Claim.

14 14. Subject to Paragraph 10 above, Plaintiffs on behalf of themselves and any
15 of their personal representatives, spouses, domestic partners, trustees, heirs, executors,
16 administrators, successors and assigns, shall be deemed to be, and by operation of this
17 Final Judgment shall be, forever barred and enjoined from:

18 (i) taking any action that is likely or intended to, or reasonably
19 could be expected to, (1) lead to a repurchase, put-back, documentation, servicing, or
20 other claim against any of the Released Parties in respect of any mortgage loan
21 underlying the Certificates or (2) interfere with or object to any settlement agreement
22 or other agreements, proceedings, or discussions relating to the Certificates between
23 or among any of the Released Parties, any holders of Certificates, and/or any trustee
24 for any trusts associated with such Certificates, including without limitation the
25 BNYM Settlement; or (ii) using or exercising in a manner adverse to the Released
26 Parties or their affiliates any rights to make any direction, or any voting, control, or
27 consent rights, that they may hold in respect of the Certificates, or joining or
28 aggregating such rights with others in a manner adverse to any of the Released Parties.

1 15. Each of the Released Parties shall be deemed to have, and by operation of
2 this Final Judgment shall have, fully, finally, and forever released, relinquished, and
3 discharged each and all of the Class Members, Plaintiffs, and Plaintiffs' Counsel from
4 all Settled Defendants' Claims arising out of, relating to, or in connection with the
5 institution, prosecution, or settlement of the Actions or the Settled Claims.

6 16. The named Plaintiffs shall not encourage, instigate or solicit any other
7 Person to assert claims against the Released Parties, in any judicial or administrative
8 forum or otherwise, arising out of, based upon, or related to statements made or
9 allegedly omitted from any written or other communications made or alleged to have
10 been made in connection with the offering, purchase or sale of mortgage-backed
11 securities issued by the Countrywide Defendants.

12 17. All persons and/or entities whose names appear on Exhibit 1 hereto are
13 hereby excluded from the Class, are not bound by this Final Judgment, and may not
14 make any claim with respect to or receive any benefit from the Settlement. Such
15 excluded persons and/or entities may not pursue any Settled Claims on behalf of those
16 who are bound by this Final Judgment. Upon entry of this Final Judgment,
17 Defendants will retain the right to assert as to any Class Member that has validly
18 excluded itself, himself or herself from the Class any and all defenses Defendants may
19 have to any claims that any such Class Member may seek to assert against
20 Defendants, including without limitation the defense that any such claims are untimely
21 under applicable statutes of limitations and statutes of repose, are otherwise subject to
22 dismissal, or otherwise lack merit, pursuant to the rulings previously issued by this
23 Court, by any other court, or otherwise.

24 18. Neither the Settlement Agreement nor the terms of the Settlement
25 Agreement, whether or not consummated and whether or not terminated, shall be
26 offered or received into any action or proceeding for any purpose, except (i) in an
27 action or proceeding arising under the Settlement Agreement or arising out of this
28 Final Judgment, (ii) in any action or proceeding where the releases provided pursuant

1 to the Settlement Agreement may serve as a bar to recovery, and (iii) in any action or
2 proceeding to determine the availability, scope, or extent of insurance coverage (or
3 reinsurance related to such coverage) for the sums expended for the Settlement and
4 defense of the Actions.

5 19. This Final Judgment, the Settlement Agreement, whether or not
6 consummated and whether or not terminated, any of their respective provisions, any
7 negotiations, proceedings or agreements relating to the Settlement Agreement and the
8 Settlement, all matters arising in connection with such negotiations, proceedings or
9 agreements, and all acts performed or documents executed pursuant to or in
10 furtherance of the Settlement Agreement:

11 (i) shall not be offered or received against the Plaintiffs or any
12 of the Released Parties as evidence of a presumption, concession, or admission of any
13 kind;

14 (ii) shall not be offered or received against any of the Released
15 Parties as evidence of an admission by any of those Released Parties with respect to
16 the truth of any fact, including without limitation any fact alleged in any of the
17 Actions, or that could have been alleged in any of the Actions, or the validity of any
18 Settled Claim, or the deficiency of any defense that has been or could have been
19 asserted, or of any liability, negligence, fault, or wrongdoing of the Released Parties;

20 (iii) shall not be offered or received against the Released Parties
21 as evidence of any fault, misrepresentation, omission or other actionable conduct of
22 any kind with respect to any statement or written document approved or made by any
23 of the Released Parties;

24 (iv) shall not be offered or received against the Released Parties
25 as evidence of any liability, negligence, fault or wrongdoing, or in any way referred to
26 for any other reason as against any of the Released Parties, in any other civil, criminal
27 or administrative action or proceeding, other than such proceedings as may be
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1 necessary to effectuate the provisions of the Settlement Agreement or this Final
2 Judgment;

3 (v) shall not be construed against any of the Released Parties as
4 an admission or concession that the consideration to be given hereunder represents the
5 amount that could be or would have been recovered after trial;

6 (vi) shall not be construed as or received in evidence as an
7 admission, concession or presumption against Plaintiffs or any of the Class Members
8 that any of their claims are without merit, or that any defenses asserted by the
9 Defendants have any merit, or that damages recoverable in the Actions would not
10 have exceeded the Settlement Amount; and

11 (vii) shall not, in the event of a Termination, be used by any Party
12 for any purpose in any trial in the Actions.

13 Any Party may file this Settlement Agreement and/or this Final Judgment in any
14 action that may be brought to enforce the terms of this Settlement Agreement and/or
15 this Final Judgment, or any action related to rights or claims of any Defendant relating
16 to indemnification and/or advancement in connection with the Actions.

17 20. Without affecting the finality of this Final Judgment in any way, this
18 Court hereby retains continuing jurisdiction over: (a) implementation of the
19 Settlement and any award or distribution from the Gross Settlement Fund, including
20 interest earned thereon; (b) disposition of the Net Settlement Fund; (c) hearing and
21 determining applications for attorneys' fees, costs, interest and reimbursement of
22 expenses in the Actions; and (d) all Parties hereto for the purpose of construing,
23 enforcing and administering the Settlement.

24 21. Any order regarding the Plan of Allocation of the Net Settlement Fund
25 submitted by Plaintiffs' Counsel or any order regarding the Fee and Expense Award,
26 or any appeal, modification or change thereof, shall in no way disturb or affect this
27 Final Judgment and shall be considered separate from this Final Judgment.
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1 22. This Court finds that Plaintiffs Iowa Public Employees' Retirement
2 System, David H. Luther, General Board of Pension and Health Benefits of the United
3 Methodist Church, Maine State Retirement System, Mashreqbank, p.s.c., Operating
4 Engineers Annuity Plan, Orange County Employees' Retirement System, Pension
5 Trust Fund for Operating Engineers, the State of Oregon, by and through the Oregon
6 State Treasurer and the Oregon Public Employee Retirement Board on behalf of the
7 Oregon Public Employee Retirement Fund, Vermont Pension Investment Committee,
8 Washington State Plumbing and Pipefitting Pension Trust, and Western Conference of
9 Teamsters Pension Trust Fund, and Plaintiffs' Counsel adequately represented the
10 Class under Rules 23(a)(4) and (g) of the Federal Rules of Civil Procedure for purpose
11 of negotiating, entering into, and implementing the Settlement and at all times during
12 the pendency of the Actions.

13 23. This Court finds that during the course of the litigation, the Parties and
14 their respective counsel at all times complied with the requirements of Rule 11 of the
15 Federal Rules of Civil Procedure in connection with the commencement, maintenance,
16 prosecution, defense and settlement of the Actions.

17 24. Nothing in this Final Judgment constitutes or reflects a waiver, release or
18 discharge of any rights or claims of Defendants against their insurers, or their insurers'
19 subsidiaries, predecessors, successors, assigns, affiliates, or representatives.

20 25. This Final Judgment shall not be considered or used as a presumption,
21 concession or admission by or against Defendants of any fault, wrongdoing, breach or
22 liability.


23 26. The Parties are hereby authorized, without further approval of the Court,
24 to unanimously agree to and adopt in writing such amendments, modifications, and
25 expansions of the Settlement Agreement and all exhibits attached thereto, provided
26 that such amendments, modifications, and expansions of the Settlement Agreement
27 are done in accordance with the terms of Paragraph 35 of the Settlement Agreement,
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1 are not materially inconsistent with this Final Judgment and do not materially limit the
2 rights of Class Members under the Settlement Agreement.

3 27. In the event that the Settlement does not become effective in accordance
4 with the terms of the Settlement Agreement or in the event that the Gross Settlement
5 Fund, or any portion thereof, is returned to the Defendants, then this Final Judgment
6 shall be rendered null and void to the extent provided by and in accordance with the
7 Settlement Agreement and shall be vacated, and in such event, all orders entered and
8 releases delivered in connection herewith shall be null and void to the extent provided
9 by and in accordance with the Settlement Agreement.

10 28. The provisions of this Final Judgment constitute a full and complete
11 adjudication of the matters considered and adjudged herein, and the Court determines
12 that there is no just reason for delay in the entry of judgment. The Clerk is hereby
13 directed to immediately enter this Final Judgment.

14 SO ORDERED this 17 day of December, 2013.

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18 
19 THE HONORABLE MARIANA R. PFAELZER
20 UNITED STATES DISTRICT JUDGE
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